

EMERGENCY BEACH PARK LICENSE AGREEMENT

Indian River County ("County") hereby authorizes ECL Developments, INC and his agents, representatives and contractors (collectively "Licensee") to use the established beach access point at Tacking Station Beach Park ("Park") for the limited purpose of locating certain heavy equipment onto the beach to perform emergency dune and beach access repairs on Licensee's property located at 965 Pebble Lane . Use of the Park for this purpose is limited to between _____, 2024 and _____, 2024 between the hours of 7:30 AM 5:30 PM (the "License Period"), and is subject to the following terms and conditions:

- 1) Licensee shall operate all equipment, or cause all equipment to be operated, in a safe and prudent manner, and in accordance with any measures deemed necessary for public safety by County staff.
- 2) Licensee shall (a) keep the gates to the Park securely locked at all times except when opened for the passage of Licensee's equipment, (b) manage in a timely and efficient manner any traffic issues that arise as a result of Licensee's use of the Park, and (c) prohibit any public vehicular or pedestrian use of the Park during Licensee's emergency dune and beach access repairs. Licensee shall post "Beach Closed" signs at the Park entrance during Licensee's dune and beach access repairs.
- 3) Any sand needed to establish a "sand ramp" for equipment to access the beach, or to perform the emergency dune and beach access repairs, shall be provided by Licensee. No use of existing sand from the Park or beach shall be allowed. Any damage by Licensee to the Park shall be repaired to the satisfaction of the County and at no cost to the County. The agreed upon access route shall be inspected by County staff with the Licensee present, prior to the equipment mobilization to the identified Park. The Licensee shall restore any pavement striping, signage, vegetation (includes dune vegetation) and improvements that may have been damaged as a direct or indirect result of the Licensee's construction activities to an equal or better condition upon completion of the work under this Agreement and demobilization of equipment, facilities, vehicles and crew from the Park.
- 4) The County assumes no liability for loss of or damage to Licensee's equipment or personal property staged or stored at the Park. Any such equipment or property shall be staged or stored at the sole risk of Licensee.
- 5) Licensee shall minimize construction impacts on adjacent properties (i.e. work hours 7:30 AM — 5:30 PM, construction noise, equipment vibration, etc.).
- 6) Licensee shall indemnify the County for any damage to Park structures, roads, vegetation or other Park features or County property resulting from Licensee's performance of the dune and beach access repairs, or this License Agreement. Any such damage shall be repaired to the satisfaction of the County, or Licensee shall pay to

the County the reasonable cost to repair any such damage as determined by the County. Licensee shall also indemnify and hold harmless the County, commissioners, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Licensee and persons employed or utilized by the Licensee in the performance of the dune and beach access repairs, or this License Agreement.

- 7) Licensee shall maintain, or cause to be maintained, during the License Period, the insurance policies and coverage limits set forth:

Insurance:

- ***Licensee's and Subcontractor's Insurance:*** The Licensee shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County, nor shall the Licensee allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Licensee's insurance.
- ***Worker's Compensation Insurance:*** The Licensee shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Licensee shall provide adequate coverage for the protection of such employees.
- ***Public Liability Insurance:*** The Licensee shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The County shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

<p>Commercial General (Public) Liability, other than Automobile</p> <p>\$1,000,000.00 Combined single limit for Bodily Injury and Property Damage</p>	<p>Commercial General</p> <p>A. Premises / Operations</p> <p>B. Independent Contractors</p> <p>C. Products / Completed Operations</p> <p>D. Personal Injury</p> <p>E. Contractual Liability</p> <p>F. Explosion, Collapse, and Underground Property Damage</p>
<p>Automobile</p> <p>\$1,000,000.00 Combined single limit Bodily Injury and Damage Liability</p>	<p>A. County Leased Automobiles</p> <p>B. Non-Owned Automobiles</p> <p>C. Hired Automobiles</p> <p>D. Owned Automobiles</p>

- ***Proof of Insurance:*** The Licensee shall furnish the County a certificate of insurance in a form acceptable to the County for the insurance required. Such certificate or an endorsement provided by the contractor must state that the County will be given thirty (30) days written notice prior to cancellation or material change

in coverage. Copies of an endorsement-naming County as Additional Name Insured must accompany the Certificate of Insurance.

- 8) Insurance certificates attached hereto as Composite Exhibit A.
- 9) At the completion of Licensee's project or expiration of the license, whichever occurs first, Licensee shall return the Park to substantially the same condition as it was at the beginning of the lease, to the County's sole satisfaction.
- 10) Licensee shall perform its work in strict compliance with any permit issued for the project. If at any time Licensee does not adhere to the permit conditions or above conditions, the County may order the work to immediately cease until Licensee brings the project into compliance. Violation of permit conditions and/or the terms of this License Agreement may result in termination of the License Agreement by the County forthwith and at no cost to the County.

LICENSEE

REFERENCE EMERGENCY PERMIT: _____

NAME, ADDRESS, EMAIL of Permit Holder
ECL Developments, INC
965 Pebble Lane
Vero Beach, FL 32963

APPLICANT:

BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA

By: _____
Person, Affiliation/Position

By: _____
Susan Adams, Chairman

Approved by BCC: _____, 2024.

ATTEST:

By: _____
Ryan L. Butler,
Clerk of Court and Comptroller

Approved as to form and legal sufficiency:

William K. DeBraal, County Attorney

